and would seem to require disclosure to the insurer even if the insured doubted the truth of the change, as even the possibility of the change affects the desirability of the risk to the insurer. The doctrine has been modified to some extent where the applicant has qualified his statements or warranties by the words "to the best of my knowledge and belief." When such is the fact the applicant is not required to notify the insurer unless he is sure of the truth of the change in the nature of the risk, or of a misrepresentation made in his statements. See note 42 L. R. A. N. S. 431. However, in the principal case, there are no qualifications, and it seems as if the court has applied the reasoning of the modified rule without the necessary facts to base that doctrine upon.

INSURANCE—WAIVER OF DEFENSE.—Insured died in 1897, and in 1914, plaintiff, wife of insured, opened negotiations with insurer, informing of the death and asking the status of the policy. Insurer replied stating that its record showed the policy to be forfeited for non-payment of a premium due in 1894. Plaintiff answered claiming death within three years so that a certain portion of the policy was payable. Insurer then forwarded blank proofs of death, but stated that the company waived no defenses. Plaintiff expended some money in preparing the proofs of death, and brought suit after insurer refused to honor the policy. *Held,* that the insurer waived not only the right to insist on the proofs of death within ninety days from the death, but also the defense of the statute of limitations, and judgment for the plaintiff. *Shearlock* v. *Mut. Life Ins. Co.,* (Mo. 1916) 182 S. W. 89.

The waiver of the two defenses is based on the request for submission of the proofs of death, and is merely the application of a doctrine universally followed as to the failure to submit the proofs within the prescribed time, but new as to the second defense. 4 COOLEY, INS., 3993; *De Farconnet* v. *West Assur. Co.,* 122 Fed. 448; *Covenant Mut. Life Ass'n* v. *Baughman,* 73 Ill. App. 544; *Bowen* v. *Preferred Acc. Ins. Co.,* 81 N. Y. Supp. 840. But since the waiver is made after the time limit has expired, the facts constituting the waiver must contain the element of estoppel. *Chandler* v. *Ins. Co.,* 180 Mo. App. 394; *Walker* v. *Knights of Maccabees,* 177 Mo. App. 50; *Hollis* v. *State Ins. Co.,* 65 Iowa 454. The *Hollis* case says that the facts need not be such that present a case of technical estoppel, and the court holds in the principal case that the expense gone to by the plaintiff in filing the proofs of death supplies this necessary element. The general statement that no defenses would be waived is held to be insufficient—there must be a specified statement not only of the refusal to waive, but also of the defenses. *Marthinson* v. *Ins. Co.,* 64 Mich. 372; *Corson* v. *Ins. Co.,* 113 Iowa 641; *Home Ins. Co.* v. *Kennedy,* 47 Neb. 138.

INSURANCE—WAIVER OF DEFENSE.—Plaintiff insured a stock of merchandise with the defendant company, the policy containing an "iron safe" clause which the plaintiff violated. The property was destroyed by fire and plaintiff demanded payment, which was refused on the ground of the non-payment of the last premium. Action was commenced and at the trial the defendant was